



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

June 9, 2005

IN REPLY PLEASE

REFER TO FILE: **WM-7**

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**NORTH SANTA MONICA BAY
PROPOSITION 50 CHAPTER 8 GRANT APPLICATIONS
SUPERVISORIAL DISTRICT 3
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Authorize the Acting Chief Engineer of the Flood Control District, or his designee, to enter into an agreement with the City of Malibu for preparing Proposition 50 Chapter 8 grant applications on behalf of the cooperating entities of the North Santa Monica Bay Regional Water Management Group for development and implementation of the Integrated Regional Water Management (IRWM) Plan for the North Santa Monica Bay Regional Water Management Area.
2. Authorize the Acting Chief Engineer of the Flood Control District, or his designee, to contribute \$7,000 from funds available in the Fiscal Year 2004-05 Flood Control District Budget to the City of Malibu for the preparation of the Proposition 50 Chapter 8 grant applications.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Proposition 50 (Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002) was passed by California voters in November 2002. This proposition amended the California Water Code to appropriate \$500,000,000 for IRWM projects. The intent of the IRWM Grant Program is to encourage integrated regional strategies for management of water resources and to provide funding, through competitive grants, for

projects that protect communities from drought, protect and improve water quality, and improve local water security by reducing dependence of imported water. The IRWM Grant Program is administered jointly by the State Department of Water Resources and the State Water Resources Control Board and is intended to promote a new model for water management.

The grant requires that applications be submitted by a collaborating group of agencies which form a Regional Water Management Group (RWMG). The cooperating entities for this group are the Cities of Malibu, Calabasas, and Agoura Hills; Santa Monica Bay Restoration Authority; Las Virgenes Municipal Water District; West Basin Municipal Water District; County of Los Angeles Flood Control District; and Beaches and Harbors. These agencies are each contributing funds or in-kind services to the City of Malibu, which will hire an independent consultant to prepare grant applications requesting funds that meet the goals of the IRWM Plan. With your approval, the Flood Control District would contribute \$7,000.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goal of Organizational Effectiveness. Partnership and collaboration with the City of Malibu and other cooperating entities of the RWMG will allow Public Works to share resources and gain a competitive advantage in the grant application process.

FISCAL IMPACT/FINANCING

There will be no impact to the County's General Fund. Funds for this \$7,000 contribution are available in the Fiscal Year 2004-05 Flood Control District Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The agreement has been reviewed and approved as to form by County Counsel and is enclosed for your review.

ENVIRONMENTAL DOCUMENTATION

Approval of this agreement is exempt from the California Environmental Quality Act (CEQA) because it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment in accordance with Section 15061(b)(3) of the CEQA guidelines.

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CONTRACTING PROCESS

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current County services or projects due to this recommended contribution.

CONCLUSION

Please return three approved copies of this letter to Public Works.

Respectfully submitted,

DONALD L. WOLFE
Acting Director of Public Works

KYL/SA:kk/ro

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Enc.

cc: Chief Administrative Office
County Counsel

**COOPERATIVE AGREEMENT
BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND THE CITY OF MALIBU**

A G R E E M E N T

This Cooperative Agreement (Agreement) between the Los Angeles County Flood Control District (DISTRICT) and the City of Malibu (MALIBU) is entered into this _____ day of _____, 2005.

W I T N E S S E T H

WHEREAS, DISTRICT is a special district organized and operating under the provisions of the Los Angeles County Flood Control Act, Water Code Uncodified Acts, Act 4463; and

WHEREAS, pursuant to the Los Angeles County Flood Control Act, DISTRICT owns and manages flood control and water conservation facilities in the County of Los Angeles (County) and said efforts result in the capture of storm flows used to replenish groundwater basins in the County; and

WHEREAS, DISTRICT has an ongoing commitment to protect the County, including the North Santa Monica Bay Watersheds' region, from drought, protect and improve water quality, and improve local water security by reducing dependence of imported water; and

WHEREAS, MALIBU, DISTRICT, Las Virgenes Municipal Water District, City of Calabasas, City of Agoura Hills, West Basin Municipal Water District, and County of Los Angeles Beaches and Harbors are cooperative entities and members of the Regional Water Management Group (RWMG) pursuing Proposition 50 Chapter 8 grants to fund watershed management projects in the North Santa Monica Bay Watersheds' region; and

WHEREAS, Proposition 50, the Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002, was passed by California voters in November 2002 and amended the California Water Code to appropriate Five Hundred Million and 00/100 Dollars (\$500,000,000.00) for Integrated Regional Water Management projects; and

WHEREAS, the intent of the Integrated RWMG Program is to encourage integrated regional strategies for management of water resources and to provide funding, through competitive grants, for projects that protect communities from drought, protect and improve water quality, and improve local water security by reducing dependence of imported water; and

WHEREAS, MALIBU, DISTRICT, and the other members of the RWMG are sharing costs to prepare joint applications for the Proposition 50 Chapter 8 grant for the North Santa Monica Bay Watersheds' region; and

WHEREAS, MALIBU will hire an independent consultant under contract with MALIBU to prepare joint grant applications on behalf of all members of the RWMG; and

WHEREAS, the total cost of the consultant services to prepare the joint grant applications is estimated at Forty-five Thousand and 00/100 Dollars (\$45,000.00); and

WHEREAS, DISTRICT will contribute Seven Thousand and 00/100 Dollars (\$7,000.00) to MALIBU to be applied by MALIBU for the hiring of a consultant to prepare the joint grant applications; and

WHEREAS, DISTRICT, as a member of the RWMG, will participate on the contract selection committee to provide input on the consultant selection and the preparation of the grant applications.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the parties, it is hereby agreed as follows:

(1) DISTRICT AGREES:

- a. To pay MALIBU Seven Thousand and 00/100 Dollars (\$7,000.00) to be used for the hiring of an independent consultant to prepare the grant applications.

(2) MALIBU AGREES:

- a. To solicit contributions and acquire sufficient funds to hire a third-party consultant to prepare joint Proposition 50 Chapter 8 grant applications for the North Santa Monica Bay Watersheds' region on behalf of the RWMG.
- b. To perform the following functions: (1) enter into a written contract with an independent consultant selected with the concurrence of the RWMG; (2) perform all necessary administration and oversight of the contract; (3) coordinate with all cooperative members of the RWMG, including DISTRICT, to ensure all requirements set forth by the grant application guidelines are met in the submittal of the Proposition 50 Chapter 8 grant applications.
- c. Manage and provide DISTRICT a detailed accounting of the contract and deliver to DISTRICT three (3) copies of the final grant applications.

- d. To return to DISTRICT, within thirty (30) days, the full amount of DISTRICT's contribution of Seven Thousand and 00/100 Dollars (\$7,000.00), if for any reason, the preparation of the grant applications are not completed as called for in the contract by MALIBU.
- e. To indemnify, defend, and save harmless DISTRICT against any and all liability and expense, including attorneys' and experts' fees and costs, arising from any act or omission pertaining to the performance of this Agreement.
- f. Each of the parties hereto, pursuant to California Government Code Sections 895.4 and 895.6, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this Agreement to the same extent such liability would be imposed in the absence of California Government Code Section 895.2. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of said California Government Code Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- g. To provide DISTRICT the right and opportunity to participate and provide input to the Proposition 50 Chapter 8 grant applications for the North Santa Monica Bay Watersheds' region.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, duly authorized, by the CITY OF MALIBU on _____, 2005, and by the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT on _____, 2005.

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT
a body politic and corporate

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____
Acting Chief Engineer

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

CITY OF MALIBU

By _____
Mayor

APPROVED AS TO FORM:

ATTEST:

By _____
City Attorney

By _____
City Clerk